

GREATER TZANEEN MUNICIPALITY



BID DESCRIPTION: PROVISION OF A DIGITISED MOBILE AND WEB BASED DIGITISED TRAFFIC CONTRAVENTION SYSTEM AT GTM FOR A PERIOD OF THREE YEARS

BID NUMBER: SCMU 12/2025 RE-ADVERT

NAME OF THE BIDDER:

.....

BID AMOUNT: R.....(VAT Incl.)

AMOUNT IN WORDS:

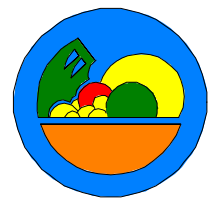
.....

CLOSING DATE: 19 JANUARY 2026 @ 12H00

A Green, Healthy, Prosperous and United Municipality that Provides Quality Services to All

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GREATER TZANEEN MUNICIPALITY
GROTER TZANEEN MUNISIPALITEIT
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MASEPALA WA TZANEEN

SUPPLY CHAIN MANAGEMENT UNIT
DEPARTMENT: COMMUNITY SERVICES

BID DESCRIPTION: PROVISION OF A DIGITISED MOBILE AND WEB BASED DIGITISED TRAFFIC CONTRAVENTION SYSTEM AT GTM FOR A PERIOD OF THREE YEARS

BID NO: SCMU 12/2025 RE-ADVERT

Bids are hereby invited from interested service providers for Provision of a Digitised Mobile and Web Based Digitised Traffic Contravention System at GTM For a Period of Three Years. Bid documents are obtainable at the Municipal website (www.greatertzaneen.gov.za) and Supply Chain Offices; Agatha Street, **upon a non-refundable fee of R700.00 or deposited to the following banking details: Greater Tzaneen Municipality; Absa Bank; Acc no:4051444332 reference number please write the name of the company and bid Number.**

Completed bid documents with attachments (supporting documents) must be wrapped in a sealed envelope and be deposited into Greater Tzaneen Municipality bid box, Civic Centre, Agatha Street, marked as Bid No: SCMU 12/2025, Postal Address and contact details of the bidder.

Bid document will be available at www.greatertzaneen.gov.za and Supply chain Management office on the date of advert.

NB: Bidders who previously purchased the tender document may use the previous receipt/collect their submitted tender document at the Supply Chain Management unit offices.

Stage-1 Mandatory requirements

NB: BIDDERS MUST PROVIDE PROOF OF THE FOLLOWING TO AVOID DISQUALIFICATION:

- Proof of purchase for tender document, including downloaded tender documents (attach receipt) EFT or Manually
- Company establishment and registration
- Relevant company work experience appointment letters/orders/signed reference letters
- Software and Connectivity
- Key personnel and qualifications
- Cameras (ISO certifications)
- MSCOA Compliance
- Mobile Device Security

Stage- 2 Administrative requirements:

NB: FAILURE TO SUBMIT ADMINISTRATIVE REQUIREMENTS MAY LEAD TO DISQUALIFICATION:

- Copy of company registration certificate/ documents from CIPC
- Recently Certified ID copies of all directors

- Latest CSD registration summary report
- Copy/ printed Tax compliance status Pin or certificate
- Statement of municipal rates and taxes for both company and directors appearing in the CK (not older than 3 months / if renting provide copy of Lease Agreement with 3 Months proof of payment only (No statements) /certified copies of Permission to occupy (PTO's) land for bidders residing in Tribal authority's areas of jurisdiction / letter from traditional authority not older than 3 months for the company and the directors
- Venture Agreement signed off by both parties (In case of a Joint Venture)

Advert Publication date: 28 November 2025, Advert Number of days: 53 days.
Closing date: 19 January 2026 @ 12:00. Public bid opening will take place.

EVALUATION OF BIDS

The Evaluation of the bid will be conducted in two stages; first stage will be assessment on functionality: Company establishment and registration – 15 Points; Relevant company work experience - 15 Points; Software and Connectivity – 30 Points; Key personnel experience and qualifications – 20 Points; Cameras – 10 Points; MSCOA Compliance – 05 Points ; Mobile Device Security – 05 Points. Only bidders who obtain 70 Points will be subjected to 80/20 Preference point scoring system, where 80 points will be allocated for price only and 20 points will be allocated based on the specific goals points scored

Bidders shall take note of the following bid conditions:

- a. Greater Tzaneen Municipality Supply Chain Management Policy will apply on this bid.
- b. Specific goals in terms of the preferential procurement regulations 2022 will apply on this bid.
- c. Greater Tzaneen Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid.
- d. Contract period: Three (03) years
- e. Council reserves the right to negotiate further conditions with the successful bidder.
- f. Council reserves the right not to appoint.
- g. No bidder will be appointed if not registered on Central Supplier Database.
- h. Council have the right to appoint more than one bidder;
- i. Late, incomplete, unsigned, faxed or emailed bids will not be accepted.

Technical enquiries should be directed to Mr A Liversage@ 015 307 8331 and administrative enquiries relating to the tender be directed to Mrs. Z Ramothwala @ 015 307 8199 or Mr Misunwa MT @matimu.misunwa@tzaneen.gov.za/8157

Mr. D Mhangwana
Municipal Manager
Greater Tzaneen Municipality

PART B.1 Form of bid

Bid for contract number: SCMU 12/2025

I/We, the undersigned:

Bid for an amount% (vat inclusive) and.

a) Bid to supply and deliver to the Greater Tzaneen Municipality all or any of the supplies of goods described in both Specification and Scheduled of this Contract.

b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution.

c) Further agree to be bound by those conditions, set out should this bid be accepted in whole or in part.

d) Confirm that this bid may only be accepted by the Greater Tzaneen Municipality by way of a duly authorized Letter of Acceptance; and,

e) Declare that we are fully acquainted with the Preferential Procurement Forms and Schedules, and the contents thereof and that we have signed the Schedule of Prices – PART “F” and completed the Preference Points claim Forms attached in Part I, J, K, L and M; N; O”

f) Declare that the relevant authorised person thereto will initial each page of the bid document and amendment.

g) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.

h) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed atthis Day of20.....

_____ Signature Name of Firm: _____

Address: _____

As Witness:

1. Name _____ Date ____/____/____ Signature: _____

2. Name _____ Date ____/____/____ Signature: _____

State in cases where the bidder is a Company, Corporation or Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise. I/We the undersigned am/are authorized to enter into this contract on behalf of:

By virtue of _____

Dated _____ a certified copy of which is attached to this bid. Signature of authorized person: _____

Name of Firm: _____

Postal Address: _____

As witness:

1. Name: _____ Date ____/____/____ Signature: _____

2. Name: _____ Date ____/____/____ Signature: _____

Please Note: The prices at which bids are prepared to supply the goods and materials or perform the services must be placed in the column on the form provided for that purpose. Failure to sign the form of bid and initialling each page of the bid document will result in disqualification of the bidder. Bidders must sign this Form of Bid as well as PART "F," attached to this bid document and on acceptance of a bid by the Greater Tzaneen Municipality the Conditions of Contracts, Special Conditions, Specifications and Scheduled of prices, attached hereto shall be deemed to be the conditions of Contract between the parties.

Failure to complete all blank spaces in the forms and to attend to the other details mentioned herein will render the bid liable to rejection.

Bank account details of Bidder:

Bank: _____

Branch: _____

Branch Code: _____

Account Number: _____

Type of Account: _____

Proof that municipal account is paid in full to be attached (arrangements made with council will be taken into consideration).

PART B. 2 Bidding Information

Details of person responsible for bidding process Name:

Contact number: _____

Address of office submitting bid: _____

Telephone: _____

Fax no: _____

E-mail address: _____

Authority for signatory Signatories for close corporation and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be. An example for a company is shown below:

“By resolution of the board of director(s) passed on ____/____/20____

Mr/ Mrs. _____

Has been duly authorized to sign all documents in connection with the bid for

Contract_____

No_____

And any contract, which may arise there from on behalf of Signed on behalf of the company:

In his capacity as: _____ Date: ____/____/____

Signature of signatory as witness:

1. Name _____ Date____/____/____ Signature: _____

2. Name_____ Date____/____/____ Signature: _____

PART C General undertakings by the bidder

1.1 Definitions

1.1.1 “Acceptable bid” means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related regulations.

1.1.2 “Chairperson” means the chairperson of the Greater Tzaneen Municipality Bid Adjudication Committee.

1.1.3 “Municipal Manager” means the Accounting Officer or Municipal Manager of the Municipality.

1.1.4 “Committee” refers to the Bid Adjudication Committee.

1.1.5 “Council” refers to Greater Tzaneen Municipality.

1.1.6 “Equity Ownership” refers to the percentage ownership and control, exercised by individuals within an enterprise.

1.1.7 “HDI equity ownership” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.

1.1.8 “Member” means a member of the Bid Adjudication Committee.

1.1.9 “Historically Disadvantaged Individual (HDI)” means a South African citizen- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the 1983 and 1993 Constitutions; and/or (ii) Who is a female; and/ or (iii) Who has a disability?

1.1.10 “Service providers” refers to the bidders who have been successful in being awarded Council contracts.

1.1.11 “SMMs” (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).

1.1.12 “Contract” refers to legally binding agreement between Greater Tzaneen Municipality and the service provider.

1.1.13 “Bid” means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods

1.1.14 “Contractor” means any natural or legal person whose bid has been accepted by the Council.

1.1.15 “Closing time” means the date and hour specified in the bid documents for the receipt of bids.

1.1.16 “Order” means an official written order issued for the supply of goods or the rendering of a service in accordance with the accepted bid or price quotation.

1.1.17 “Written” or “in writing,” means handwritten in ink or any form of mechanical writing in printed form.

1.1.18 Functionality” means technical capability, financial and other resource availability that the service provider needs, to successfully and efficiently render the service and/or deliver in accordance with the specifications.

1.2 INTERPRETATION:

1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -

1.2.2 An expression which denotes: -

1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time.;

1.2.4 When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

1.3 I/we hereby Bid:

1.3.1 To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Greater Tzaneen Municipality.

1.3.2 On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);

1.3.3 At the prices and on the terms regarding time for delivery and/or execution inserted therein.

2.1 I/we agree further that: The offer herein shall remain binding upon me/us and open for acceptance by the Greater Tzaneen Municipality during the validity period indicated and calculated from the closing time of the bid. This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s)

and/or Annexure(s) attached hereto with which I am /we are fully acquitted. notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

2.1.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfil the contract when called upon to do so, the Greater Tzaneen Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Municipality.

2.1.2 In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid.

2.1.3 The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract.

2.1.4 Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee, or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

2.1.5 Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings, and I/we undertake to pay the Greater Tzaneen Municipality legal costs on an attorney and own client.

2.1.6 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us. The law of the Republic of South Africa shall govern the contract created by the acceptance to this bid.

2.1.7 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk

2.1.8 I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfilment of this contract. I/we declare that I/we have participation/no participation in the submission of any other bid for the supplies/services described in the attached documents.

If your answer here is yes, please state the names(s) of the other Bid(s) involved.....

PART D:

GENERAL CONDITIONS OF CONTRACT GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY REPUBLIC OF SOUTH AFRICA

Government Procurement: Greater Tzaneen Municipality

General Conditions of Contract July 2010

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter. The General Conditions of Contract will form part of all bid documents and may not be amended. Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

- 1. Definitions
- 2. Application
- 3. General
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- 5. Use of contract documents and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Inspections, tests and analysis
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- 15. Warranty
- 16. Payment
- 17. Prices

18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. STANDARDS

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.2.1 Except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause

5.3.1 Shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. PERFORMANCE SECURITY

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) A cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations.

8. INSPECTIONS, TESTS AND ANALYSES

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. INSURANCE

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. TRANSPORTATION

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC. **13. INCIDENTAL SERVICES**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods.
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods.
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC

and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. PRICES 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. CONTRACT AMENDMENTS

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. ASSIGNMENT

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. SUBCONTRACTS

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 Without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.

(b) If the Supplier fails to perform any other obligation(s) under the contract; or

(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier?

23.5 Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: (i) The name and address of the supplier and / or person restricted by the purchaser; (ii) The date of commencement of the restriction (iii) The period of restriction; and (iv) The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. FORCE MAJEURE

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without

compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. SETTLEMENT OF DISPUTES

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) The purchaser shall pay the supplier any monies due the supplier.

28. LIMITATION OF LIABILITY

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. APPLICABLE LAW

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise ied in SCC.

31. NOTICES

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 PROHIBITION OF RESTRICTIVE PRACTICES

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998

PART E GENERAL PROCEDURES

1. General Directives

1. The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders, and contracts, unless otherwise approved by the Council prior to the invitation of the bids.

2. Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
3. Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
4. The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
5. Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
6. All bids with regard to the bidding of a service e.g., materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
7. The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.
8. Process for competitive bidding Following are procedures for a competitive bidding process for each of the following stages:

8.1 Compilation of bidding documentation

- (a) Take into account – ♣ The general conditions of contract; ♣ Any Treasury guidelines on bid documentation; and ♣ The requirement of the Construction Industry Development Board, in the case of a bid relating to construction, Replacement or refurbishment of buildings or infrastructure.
- (b) Include evaluation and adjudication criteria, including any criteria required by other applicable legislation.
- (c) Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted as MBD 4
- (d) Require the bidders to furnish the following if the value of the transaction is expected to exceed R10 million (VAT included):
 - ♣ If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statement – * For the past three years; or * Since their establishment if establishment during the past three years

- ♣ A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payments is overdue for more than 30 days
- ♣ Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
- ♣ A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic (e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

8.2 Issuing of bid documents

on the date that the advertisement appears in the Municipality's Bid Bulletin, and or media, prospective bidders may request copies of the bid documentation. The Supply Chain Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder. No bid responses from any Bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Chief Financial Officer: Supply Chain Management Unit. The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time. The decision to extend the closing date or time rests with the Chief Financial Officer: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

8.3 Payment of bid documents

To ensure that only bona fide bidders collect documentation, and to recover printing costs, bid documents will be issued only after payment of the following amounts to the cashier:

| Category Contract | Contract Value | Bid Payment |
|-------------------|--------------------|-------------|
| Micro | R30 000 – R200 000 | R200.00 |

| | | |
|-----------------------|------------------------|----------|
| Small | R200 001 – R1000 000 | R700.00 |
| Medium | R1000 001 – R2 Million | R1500.00 |
| Large | Above | R2000.00 |
| Professional Services | | R5000.00 |

8.4 Public Invitation for Competitive bids

the following are procedures for the invitation of competitive bids:

- (i) Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Bid Bulletin) and
- (ii) Public advertisement must contain the following: The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and (iii) Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days' requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process
- (iv) Bids submitted must be sealed.
- (v) The following information must appear in any advertisement:

*** Bid number,**

*** Description of the requirements**

*** Closing date and time.**

*** The name and telephone numbers of the contact person for any enquiries.**

8.5 Inspection on loco A fully explanatory site inspection will be conducted.

8.6 Handling of bids submitted in response to public invitation

(a) Closing of bids

All bids will close at **12H00** on a date as stipulated on the advertisement, which must be reflected in the bid document. Bids are late if they are received at the address indicated in the bid documents

after the closing date and time. A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by an explanation.

(b) Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Senior Supply Chain Officer: Supply Chain Management or his/her delegate. The official opening the bids should in each case read out the name of the bidder and the amount of the bid. The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened. Bids should be recorded in a register kept for that purpose.

8.7 Validity of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expire on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

8.8 Consideration of bids

The Council takes all bids duly admitted into consideration. • The Council reserves the right to accept the lowest or any bid received • The decision by the Municipality regarding the awarding of a contract must be final and binding

8.9 Evaluation of bids

The following are criteria against which all bids' responses will be evaluated:

- i) Compliance with bid conditions
 - ⊗ Bid submitted on time
 - ⊗ Bid forms signed and each page initialled
 - ⊗ All essential information provided
 - ⊗ Certified ID copies
 - ⊗ Proof of work experience (attach CV)
 - ⊗ Submission of an original Tax Clearance Certificate,
 - ⊗ Submission of Company Registration Certificate
 - ⊗ Submission of a Joint Venture Agreement, properly signed by all parties
 - ⊗ Payment of Municipal Rates
 - And all requirements as per advert
- ii) Meeting technical specifications and comply with bid conditions.

- iii) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives, points scored for price and / or points scored for functionality if applicable.

2.10 Evaluation of bids on functionality and price

- (i) Greater Tzaneen Municipality must in the bid documents indicate if, in respect of a particular bid invitation that bids will be evaluated on functionality and price.
- (ii) The total combined points allowed for functionality and price may, in respect of bids with an estimated Rand value above R1, 000,000.00, not exceed 90 points.
- iii) When evaluating bids contemplated in this item, the points for functionality must be calculated for each individual bidder
- iv) The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further adjudication.
- v) The points for price, in respect of a bid which has scored the specified minimum number of points contemplated in sub-regulation (v) above, must, subject to the application of the evaluation system for functionality and price contemplated in this regulation, be established separately and be calculated in accordance with the provisions of regulations c and d.
- vi) The number of points scored for achieving Government's Broad-Based Black Economic
- vii) Empowerment Objectives must be calculated separately and must be added to the points
- viii) Scored for functionality and price.
- ix) Only bid with the highest number of points be selected.

2.11 Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance, however, will only take effect after completion of the prescribed contract form. Unsuccessful bids should not be returned to bidders but should be placed on record for audit purposes. A register or records should be kept of all bids accepted

2.12 Publication of bid information

The particulars of the successful bidders should be published in the Municipality's Bid Bulletin as well as the website.

2.13 Cancellation and re-invitation of bids

- (i) In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 million, the bid invitation must be cancelled.

(ii) In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 million, the bid must be cancelled. (iii) In the event that the Municipality has cancelled a bid invitation as contemplated in sub regulations (i) and (ii) must re-invite bids and, must, in the bid documents stipulate the correct preference point 30 system to be applied.

(a) A bid may be cancelled before award if:

- ⌘ Due to changed circumstances, there is no longer a need for the goods, works or services offered, or
- ⌘ Funds are no longer available to cover the total envisaged expenditure, or
- ⌘ No acceptable bids were received

GREATER TZANEEN MUNICIPALITY



SPECIFICATION

PROVISION OF A DIGITISED MOBILE AND WEB BASED DIGITISED TRAFFIC CONTRAVENTION SYSTEM AT GTM FOR A PERIOD OF THREE YEARS

1. INTRODUCTION / BACKGROUND

Greater Tzaneen Municipality calls for the submission of bid proposals for. The appointment of a service provider for **provision of a digitized traffic contravention system with a cloud-based back-up system inclusive of speed cameras and ANPR** system for a period of three years.

The system must also include an Accident and Vehicle impoundment module.

The Greater Tzaneen Municipality intends to appoint an experienced service provider for the supply, delivery, installation, implementation, training and maintenance of a Traffic Contravention Management System as well as for the provision of a complete revenue enhancement administrative service for the management, administration and finalization of handwritten Section 341, Section 54, Section 56 traffic law enforcement notices as well as for camera law enforcement notices Section 341.

All directives from the National Director of Public Prosecutions will be obeyed

2. SCOPE

2.1 A provision of a back office administrative services must be provided as a packaged service to The Greater Tzaneen Municipality including the upload of images from current Municipal Speed law enforcement camera.

2.3 The Traffic Contravention Management System must provide an interface facility which will accommodate the uploading of camera images from any of the camera suppliers which are ISO approved;

3. GENERAL

3.1. Compulsory clarification meeting/information session

A compulsory clarification meeting/information session will take place

3.2. Delivery address

The place of delivery, installation and/or commissioning will be the Greater Tzaneen Municipality.

3.3. Contract period

The Contract is valid for three years

3.4. Validity period of tender/quotation

3.4.1. Notwithstanding the minimum period for validity of bids as set out in paragraph above, bids shall be deemed to remain valid until formal acceptance by the municipality of an offer at any time after the minimum validity period, unless the municipality is notified in writing of anything to the contrary by the bidder.

3.5. Escalation

Escalation is allowed to a maximum of 6% per annum on the anniversary of the contract.

4. PRE-QUALIFICATION CRITERIA, SUB-CONTRACTING AND SOCIAL RESPONSIBILITY

5. EVALUATION AND ADJUDICATION

5.1. All items will be evaluated and awarded individually where applicable.

5.2. It must be noted that items will be awarded separately, where and if possible.

5.3. The estimated quantities will be used for evaluation purposes only and must not be seen as actual quantities to be awarded.

6. ELIGIBILITY CRITERIA

The evaluation of tenders will be done in terms of compliance with the following criteria. Tenders that do not comply with all the criteria below will not be evaluated further.

7. SPECIFIC SOLUTION REQUIREMENTS AND CRITERIA:

The Municipality will specifically measure proposed solutions against the following solution criteria.

The service provider must give a detailed description of their approach in addressing the following specific areas:

- The steps that will be followed to improve the payment finalization rate of offences.
- The approach to finalization of the backlog of outstanding offences in light of the DPP guidelines.
- Describe how the public will be assisted to access offence detail.
- What offence payment options are made available?
- An explanation of the approach to summons serving and actions to overcome untraceable offenders.
- What steps are taken to combat the inaccuracy in registered owner details received from e-NaTIS.
- Explain the assistance and processes that will be offered in the administration and Warrant of Arrest execution process.
- The service provider is requested to provide a proposed strategy and rollout plan which incorporates the local operational offices and magistrate courts.
- Explain what steps will be followed to install new permanent cameras on Council and or National roads;
- Software Application:
- The service provider must provide a functional description of the software solution which will be used.
- A description of the system architecture and operating platform.
- A description of the process to be followed for downloading offence images from both mobile as well as permanent cameras.

8. DISTRIBUTION OF RESPONSIBILITIES:

The service provider will perform its duties under the supervision of the Traffic Chief of Traffic.

The processes and procedures that will be followed will be integrated with the law enforcement processes of the Municipality.

Prescriptions and guidelines from Department of Justice must be always adhered to. To achieve a complete administration process, the service provider is requested to provide a detailed description of the distribution of functions and obligations performed by the department and by the service provider.

9. RISK AND PUBLIC LIABILITY:

It will be an obligation of the service provider to ensure data integrity and the accurate performance of the law enforcement processes. The service provider is requested to explain what steps are taken to prevent inaccuracies and how the department will be protected against public liability claim.

10. AARTO:

The service provider is requested to provide what provision has been made to accommodate the implementation of AARTO.

Phase in and phase out implementation approach:

- The service provider will explain how existing cameras will be replaced by fixed digital radar cameras.
- The service provider will explain how it will phase in their own offence image processing system without the loss of offences as well as how the public and the courts will continue to gain access to legacy offence and image details captured prior to the award of the contract.

11. INFORMATION TO BE PROVIDED BY THE BIDDER

- 11.1. Completed schedules included in tender document
- 11.2. Bidder to provide a minimum of ten reference letters on previous successful Implementation of an advanced traffic contravention management system

12. PRICING

- 12.1. The successful bidder should be able to provide a detailed breakdown of rates as per the pricing schedule on request.
- 12.2. The Tendered Price must Include VAT. If the bidder is not a registered VAT vendor, it must be indicated as such on the Pricing Schedule.

PRICING SCHEDULE

| Item # | Description | Measure of Unit | Unit Price (Excl. VAT) |
|--------|---|-----------------|------------------------|
| 1 | Traffic Contravention License Fee Per Annum | 1 | |
| | VAT (15%) | 1 | |
| | TOTAL | | |

13. ELIGIBILITY CRITERIA

The evaluation of tenders will be done in terms of compliance with the following criteria. Tenders that do not comply with all the criteria below will not be evaluated further.

| Description of requirements | | Please indicate with an "X" whether the offer complies with the requirements. | | |
|-----------------------------|--|---|----|---------|
| | | Yes | No | Comment |
| | Bidder to provide a minimum of three reference letters on previous successful Implementation of an advanced traffic contravention management system. | | | |
| | Bidders to provide sample images of camera mailers of their approved ISO 9001, 14001 and 27001, Mobile Cameras | | | |
| | Bidders to provide sample images of camera mailers of their approved ISO Permanent Enforcement Camera | | | |
| | Bidders to provide ANPR operational reports such as end of day register of successful implementation of their ANPR functionality | | | |
| | Bidder to provide related documentation of previous successful Implementation of ANPR functionality. | | | |

14. TECHNICAL REQUIREMENTS

The following general technical requirements apply:

The evaluation of tenders will be done in terms of compliance with the following criteria. Tenders that do not comply with all the criteria below will not be evaluated further.

| Description of requirements | | Please indicate with an "X" whether the offer complies with the requirements. | | |
|--|--|---|----|---------|
| | | Yes | No | Comment |
| TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM - STATEMENT OF COMPLIANCE | | | | |
| | Cloud based Multi-user Traffic Contravention System. | | | |
| | Must be able to run single sign on as per auditor general requirements. | | | |
| | The application must be mSCOA, compliant and integrate seamlessly into the Municipality's Financial System. | | | |
| | Provide technology for remote pay points and court administration; | | | |
| | Must be able to Indicate user captured transactions | | | |
| | Interface for the uploading of camera offences from any type of ISO approved digital cameras; | | | |
| | Maintaining a database of camera offence images for enquiry and court evidence | | | |
| | Interface to e-NaTIS and/or alternative databases for obtaining offender name and address details; | | | |
| | Printing of notices for camera offence in terms of Section 341 of the Criminal Procedures Act 51 of 1977. Each camera notice must have the camera offence image included on the notice mailer; | | | |

| Description of requirements | | Please indicate with an “X” whether the offer complies with the requirements. | | |
|-----------------------------|---|---|----|---------|
| | | Yes | No | Comment |
| | Generating and printing of summonses in terms of Section 54 of the Criminal Procedures Act 51 of 1977 as well as allocation of summons and server management; | | | |
| | Online Cashier facilities and interfaces for verified payments with electronic payment service providers ea. EasyPay, Banks & SA Post Office, etc; | | | |
| | Court related documentation and Criminal Case Registers | | | |
| | Admission of Guilt and Spot Fine Register, Warrant of Arrest and related register | | | |
| | Roadblock assistance software — offline and/or on-line | | | |
| | Comprehensive Management Reporting and Graphs; | | | |
| | Service level agreement for user support helpdesk, training, support and system maintenance and new releases; | | | |
| | Maintenance of updates of electronic charge sheets; | | | |
| | Tracing of offenders and call centre support functionality; | | | |
| | Track record of successful installations. | | | |
| | Provide Pound Management System | | | |

The following technical requirements apply for the **Traffic Contravention Management System**:

NB. The service provider must comply with the approved ICT password policy.

| Description of requirements | | Please indicate with an “X” whether the offer complies with the requirements. | | |
|-----------------------------|--|---|----|---------|
| | | Yes | No | Comment |
| | IMPLEMENTATION | | | |
| | System Functions | | | |
| | User setup & Password | | | |
| | Each user has his or her unique username and password. No user is allowed to work on the system under somebody else’s login details. Enter the username, normally the name of the individual’s name and password. Choose the user role to be assigned to this user, for example, Administrator, Cashier, Data Capture. | | | |
| | Every 30 day’s users will be forced to change their passwords. A reminder will start showing 10 days before the 30th day. Should the user not change his/her password before the 30 th day, the system will lock out the user and a system administrator will need to reset the password. | | | |
| | The password must at least have 8 or more characters (not exceeding 15 characters) and must have one upper case character, one lower case character, and a numeric digit. | | | |

| | | | | |
|--|---|--|--|--|
| | If a user entered his/her password incorrectly for 3 consecutive times, the system will lock out the user and the system administrator must reset the user's password. | | | |
| | A system report is available to print from the system listing the users and whether they are active or not. | | | |
| | A system list of setup roles is available to be printed from the system. | | | |
| | An audit report is available for printing regarding changes on user roles. which user made the change to which user account, date and time. | | | |
| | An audit report is available for printing regarding user-failed login attempts. | | | |
| | Disable user account when staff member resigned | | | |
| | <p>Username of staff that resigned should not be deleted from system:</p> <p>A user code is linked to each processes / action performed on the system and kept on the system for statistical purposes</p> | | | |
| | Role ID Name Description | | | |
| | <ul style="list-style-type: none"> - Development Developing. - Speed 56 Speed 56 Capture - Administrator System Administration - MIS Dashboards view all dashboards - MIS Reports view all reports - Cashier Payments - Data Capturer - Supervisor Balancing - Supervisor Reports - Technical Support Camera Support - Capturer user 56 - Verification Officer - Cashier Supervisor - Role name KMK - Senior Clerk | | | |
| | User Role Management | | | |
| | Although a few basic user roles have already been defined, as listed below, it is important to note that the user role permissions are entirely flexible and any number of roles can be created with different roles assigned to each. | | | |
| | Administrator Role | | | |
| | An Administrator role can perform all functions on the TCM application. | | | |
| | | | | |
| | FUNCTIONS | | | |
| | Allocations | | | |
| | <ul style="list-style-type: none"> - Allocation Function - Document Allocation - Payment Generation - Document De-Allocation - Document Re-Allocation - Allocation Reports - Server Cover Report | | | |

| | | | | |
|--|--|--|--|--|
| | - Server Payment Report | | | |
| | Camera Adjudication | | | |
| | <ul style="list-style-type: none"> - Camera Image Upload All different camera types - Image Validation - Image Verification - Image Enquiry | | | |
| | Notice Capturing | | | |
| | <ul style="list-style-type: none"> - Section 56 - Section 341 - Section 54 - Weighbridge Sect 56 - First Information of crime - Suspended Vehicles - Marked Registrations - Change 341 Name and address - Change Offender detail | | | |
| | Representations | | | |
| | <ul style="list-style-type: none"> - Register Representation - Representation Results - Present a Document - Representation Letters - Custom Letter | | | |
| | Court | | | |
| | <ul style="list-style-type: none"> - Court date set up - Case Result - Case Result Reversal - Manual Case No Capture - Court Case CSV Export | | | |
| | eNaTIS | | | |
| | <ul style="list-style-type: none"> - Generate eNatis request - Upload eNatis response | | | |
| | Camera Notices | | | |
| | <ul style="list-style-type: none"> - Import Camera File - Generate Camera Notices - Print Camera Mailers | | | |
| | Summons | | | |
| | <ul style="list-style-type: none"> - Print Notice before Summons - Generate Section 54 Summons - Print Section 54 Summons - Return of Services - Server Postal Codes - Section 341 to Summons Export - Assign Untraceable to Batch Summonses | | | |
| | Warrant of Arrest | | | |
| | <ul style="list-style-type: none"> - Manual Warrant Capture - Notice of Warrant - Return of Warrant - Warrant Availability - Warrant Signed - Print Warrants - Maintain Bench Warrants - Delete Warrant Execution - Maintain Warrant Number | | | |
| | Roadblock | | | |
| | Enquiries | | | |

| | | | | |
|--|---|--|--|--|
| | <ul style="list-style-type: none"> - Enquiries Display - ID Listing | | | |
| | Payments | | | |
| | <ul style="list-style-type: none"> - Traffic Payments - Non-Traffic Payments - Maintain Payment Details - Traffic Payment Cancellation - EasyPay Import - Reprint Receipts - Print Receipt Totals - Import Payments - Cancel Non-Traffic Payments - Maintain Non-Traffic Payments - Import Roadblock Receipts - Partial Traffic Payments - Cancel Partial Traffic Payments - Bulk Payments | | | |
| | Payments Reports | | | |
| | <ul style="list-style-type: none"> - Spot Fine Register - Admission of Guilt Register - Payment History Report - Case Result Payment Report - Warrant of Arrest Payment Report - Traffic Payments Report - Cancelled Non Traffic Payments Report - Cancelled Traffic Payments Report - Cashier Cash-up Report - Combined Payments Report - Non Traffic Payments Report - Payment Channels Report - Unequal Payments Report - Payments by Vote Report - Payments by Payment Date Report - Partial Traffic Payments Report - Cancelled Partial Traffic Payments Report | | | |
| | Registers | | | |
| | Control Registers | | | |
| | <ul style="list-style-type: none"> - Section 56 Control Register - Section 54 Control Register - Annexure Control Register | | | |
| | Court Registers | | | |
| | <ul style="list-style-type: none"> - Section 56 Court Register - Section 54 Court Register - Annexures by Court Register - Annexures by Notice Number - Annexures by Charge Code - Court Register Labels - Court Charge Sheets | | | |
| | Warrant of Arrest Registers | | | |
| | <ul style="list-style-type: none"> - Generate WOA Register - Proforma Warrant Register | | | |
| | Supervisor Registers | | | |
| | <ul style="list-style-type: none"> - Deleted Notices Register | | | |
| | Traffic Point Export | | | |

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|--|---|--|--|--|
| | Tools | | | |
| | System Administration <ul style="list-style-type: none"> - Cancel a Document - Delete Notice - Maintain a Notice System Functions <ul style="list-style-type: none"> - User Roles - Menus Data - User Role Permissions - Users Reversals <ul style="list-style-type: none"> - Court Register Reversal - Warrant Register Reversal - AOG Register Reversal - Summons Generate Reversal | | | |
| | User Setting | | | |
| | Change Password | | | |
| | Officer Books | | | |
| | <ul style="list-style-type: none"> - Capture Notice Books - Allocate Notice Books to Centre - Receive Notice Books at Centre - Notice Books Register - Return Notice Book - Re-Issue Notice Book - Notice Book Requisition - Notice Books Parameters | | | |
| | Reports | | | |
| | MIS Reports | | | |
| | <ul style="list-style-type: none"> - Analysis Report 1 - Analysis Report 2 - Monthly Breakdown Analysis Report - Monthly Breakdown Ageing by Number - Monthly Breakdown Ageing by Value - Location Summary Statistic Report - Notice Status Report - MIS Snapshot and CSV Export | | | |
| | User Reports | | | |
| | <ul style="list-style-type: none"> - User Roles Report - User Audit Report - User Login Report - User Role Audit Report - User Password Reset Report - User Activity Report - User Failed Attempts | | | |
| | Warrant Reports | | | |
| | <ul style="list-style-type: none"> - Outstanding Warrants Detailed Report - Snapshot of Warrants Report - Warrant of Arrest Execution Summary - Bench Warrant of Arrest Report | | | |
| | Daily Reports | | | |
| | <ul style="list-style-type: none"> - Section 341 Daily Report - Section 56 Daily Report - Suspended Vehicles Daily Report - First Information of Crime Daily Report - Daily Representation Register - Daily Representation Register by Value - Presentation of Documents Daily List | | | |

| | | | | |
|--|--|--|--|--|
| | <ul style="list-style-type: none"> - Case Result Daily Register - Daily Return of WOA Execution Register - Cancel a Document Register - Return of Service Daily Register - No Representation Result Yet Register - No Representation Result Input List - Manual Warrant of Arrest Daily - Capture Notices by Offence Date - Capture Notices by Capture Date - Maintain Notice Audit Report - Notice Data Export | | | |
| | Portal Reports | | | |
| | <ul style="list-style-type: none"> - Notice Capture Report - eNatis Response Audit - Court Dates Report - Habitual Offender Report - Summons Section 341 Postal Code Summary - Notice Book Missing Notices Report - Officer Stats by Offence - Offences Charge Code Statistics Summary - Charge Code Report - Court Case Result Report - Guilty Case Results Report - No Case Result Report - Payments by Court Date / Court Code | | | |
| | Camera Reports | | | |
| | | | | |
| | Monthly Reports | | | |
| | <ul style="list-style-type: none"> - Statistics Per Charge Code - Officer Stats by Offence - Detail - Statistics Per Location Code - Statistics Per Charge Category - Notice by Vehicle Type Report - Section 56 Un-finalized Cases - Withdrawn and Reduced Representation Results - Officer Performance by Category - Original Capture Date Report | | | |
| | Housekeeping | | | |
| | <ul style="list-style-type: none"> - Notice Batch Withdraw - Summons Batch Withdraw Section 56 - Summons Batch Withdraw Section 341 - Warrant of Arrest Batch Execution - No Offender Detail Batch Withdraw | | | |
| | Roadblock & ANPR Module | | | |
| | The Roadblock module allows for the extraction of outstanding Section 341 hand-written, Section 341 cameras, Section 56 summonses and Warrants of Arrest to create an offline database on a work station for notice enquiries at roadblocks to trace offenders. | | | |
| | <ul style="list-style-type: none"> - Export Roadblock Files - Manual Search - Roadblock Cashier Module - Roadblock End-of-Day Report | | | |
| | | | | |
| | Roadblock operation | | | |
| | <ul style="list-style-type: none"> - Data is loaded onto the roadblock trailer equipment for use on the roadblock | | | |

| | | | | |
|--|---|--|--|--|
| | <ul style="list-style-type: none"> - Traffic Department staff makes the decision on the location of the roadblock. - On arrival the roadblock vehicle is supplied with power by connecting to the portable generator - Work stations are powered up and prepared for use (ANPR camera, enquiries and cashier) - Using traffic cones, the road is demarcated forcing traffic into one lane to enable the ANPR camera to scan registration number plates - Speed humps are placed in position - Road signs are placed in position warning motorists that they are approaching a roadblock and have to slow down - Officers are alerted that the roadblock is to commence - Number plate registration is called out by the operator - Vehicles are stopped by traffic officers - Offenders are informed about outstanding notices or warrants of arrest - Offenders pay fines at the on-board cashier - A senior traffic officer on duty at the roadblock announces the closure of the roadblock | | | |
| | Offender Tracking & Tracing | | | |
| | System backup <ul style="list-style-type: none"> -The service provider must comply with the approved ICT backup policy - Processed data remains the property of the municipality - Service provider must provide the municipality with raw data and backup report portal - ICT administrators must be trained on how to restore raw data on the municipal premises | | | |

N.B The service provider must also comply with the municipality approved ICT policies that are related to the system and monitoring of the service provider performance.

15. PROJECT SPECIFICATIONS

17.1 SCOPE OF WORK

SPEED LAW ENFORCEMENT EQUIPMENT AND CAMERA SERVICES

1 The service provider will provide the following cameras.

- a. 4 Multilane speed cameras with onboard ANPR
- b. Capability to measure vehicle speed up to 320km/h
- c. 4 portable laser speed cameras with user guide, hard container, cables (including car adapter), GPS, 4G, touch-screen monitor, Carmen ANPR, 128GB SSD Storage.
- d. 4 tripods with carry cases
- e. 2 external batteries with a 6 -8-hour continuous operation.

2. Fixed camera systems must provide for multiple lane speed and red-light violation enforcement as required.

- a. Multilane & multi-object 4D radar for maximum detection rate.
- b. Dual optical zoom with remote setup and management.
- c. Ability to categorise vehicles: Pedestrian, bicycle, motorbike, passenger car, transporter, truck/bus, long truck.
- d. Online and offline modes for real-time data transfer with internal data storage when offline.

- e. Cameras should be automatically integrated to the back office with data transfer also being automated with a back-office interface for event monitoring.
- f. SDKs should be provided to integrate with the back-office system.

3. The service provider must:

- a. Inspect the cameras and ancillary equipment at least once per month to ensure that the cameras and ancillary equipment are in good working order, neat and well always maintained.
- b. Comply with any requirements from the Municipality in respect of fixed camera installations and supply any additional equipment as may be specified by the Municipality from time to time to facilitate inspection and operation of the fixed cameras.
- c. Maintain the cameras and ancillary equipment and ensure that it is properly and regularly serviced in accordance with the recommendations of the manufacturer or supplier of the cameras.
- d. Repair any damage to or defects in the cameras and ancillary equipment, provided that if a camera cannot be repaired a replacement camera must be made operational on the relevant site immediately on notification from the Municipality. Replacement cameras must comply with all requirements in terms of this contract.
- e. Calibrate the cameras at 6 (six) monthly intervals, or at such other intervals as may be required by the Municipality from time to time and ensure that the updated calibration certificates are always provided to Municipality and be on site during operations.
- f. Provide on-site field support to the Municipality's employees.
- g. Provide training workshops in the use of the cameras and ancillary equipment to the employees of the Municipality and thereafter as and when required by the Municipality.
- h. Establish a service desk to support the functionality of the Traffic Contravention System.
- i. Real time uploading all camera images, data and capture any additional particulars as may be required to successfully prosecute the offence.
- j. Ensure that the service provider system "force" each image to be adjudicated by an Officer after it has been verified by the Service Provider and be capable of identifying the Officer responsible for the adjudication.
- k. Ensure that the service provider system shall not allow any image to be tampered with, deleted, cancelled, or rejected by ANY person other than the adjudicating officer and that it provides detailed statistical reports on the number of images uploaded, adjudicated, accepted, or rejected by each adjudication officer with appropriate reasons for rejections.
- l. Provide the Municipality with the daily images and data in a suitable electronic medium to be kept as prime evidence for the prosecution of cases in court as required by applicable legislation for the duration of the contract.
- m. Provide an internet facility which must include, but not be limited to, viewing of all images and related data captured by the cameras and the payment of any camera related fines.
- n. Web based real-time payment facility.
- o. Make available the images and data to the Municipality, or any other party as directed by the Municipality.
- p. Produce expert evidence in court supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds, provided that the intellectual property of the manufacturers of the cameras is not compromised.
- q. Provide the Municipality with a system for remote monitoring of camera operation. Service providers must be able to demonstrate this capability upon appointment.
- r. Ensure that their system can interface with the NaTIS system.

17.2 AUTOMATIC NUMBER PLATE RECOGNITION (ANPR) SYSTEMS

4. The ANPR system must comprise of the following:

- a. Up to 120 FPS
- b. Carmen Based
- c. Laptops for manual enquiry and viewing of camera images
- d. Driver's License scanner

- e. Online cashier facility with receipt printing
- f. On site representation capturing
- g. On site printing of warrants of arrest and control documents
- h. System to be fitted in Service Provider's Minibus.
- i. System must operate completely from vehicle / battery / solar power
- j. Technical assistant must be available 24/7
- k. All equipment must be in a good working order.

17.3 HANDHELD DEVICE AND NOTICE ISSUING DEVICES

5. Minimum of five (5) handheld devices.

- a. Live, real-time integration with the contravention system, NaTIS system and SAPS stolen vehicle database.
- b. Functionality to issue Section 341, Section 56, and By-law notices through the mobile application at roadblocks and roadside.
- c. The mobile notices issued on the side of the road must be available for payment, representation, or other processes on the contravention system.
- d. The device must have the ability to look-up vehicle details (including owner, make, type, VIN, license validity, vehicle status, etc.) as well as the valid driving license.
- e. The device must have the ability to use the officer's current location (GPS) as place of offence when issuing a notice.
- f. Must have the ability to issue notices when the mobile device is offline.
- g. The device must be fitted with dual sim capability to allow operations with at least two sim cards from different 3G network providers to ensure maximum communication uptime.
- h. Device battery life on a single battery charge of at least 8 hours of continual use.
- i. Portable battery-operated printer linked to the handheld \ with the correct fine amount prepopulated.

17.4 SERVICE CENTRE SERVICES

The service provider shall:

Establish a Service Centre

- a. Establish a Service Centre at conveniently located premises as agreed in writing with the Municipality.
- b. Bear all associated costs of the service Centre and its operation including, rental of the premises, alterations, furnishing and equipment, IT Equipment, staffing, telephones, communication facilities, networking, postage, materials, and consumables.
- c. Ensure that the service Centre is operated by the service provider employees during the Municipality's normal office hours, or any other hours as may be agreed in writing between the parties.
- d. Provide and operate a service provider system software package developed for the administration and management of Traffic and By-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977) or as amended.
- e. Implement measures to ensure that the service Centre operations comply with directives of the Municipality, the courts, and the Directorate of Public Prosecutions

Staffing, sub-service Contractor and agents

- a. Appoint adequate staffing as required by the service provider to fulfil its obligation in terms of the provisions of this agreement.
- b. Provide adequate management expertise and supervision in the service Centre to effectively manage all its functions.
- c. Ensure that all service provider employees are suitably qualified and/or trained to perform duties of the service provider in terms of this agreement.

Hardware, software, and networking

Provide sufficient hardware, software, and networking to meet its obligations in terms of this agreement and to operate the service provider system at optimal efficiency.

To manage and maintain its hardware, software, and networking with due diligence, which entails at least the following.

- a. Hardware, software, and networking maintenance User manuals
- b. Backup and recovery High system availability Disaster recovery
- c. Business continuity Software legitimacy
- d. Security, software updates and virus, malware, spam etc. Protection
- e. On-going training for the Municipality's employees in the optimal use of the service provider's systems
- f. Provide internet access to the service provider's system with the correct security and access permissions to the Municipality employees.
- g. Ensure the System Interface with the current finance system of the Municipality.
- h. Make available to the municipality every month (from the end of the first month of the contract until the end of the last month of the contract) all the data of that specific month in electronic media that is acceptable to the municipality, in such a way that the municipality's designated employees can fully use the data, without the service provider's system, that is they able to use, read, copy, print the data and be able to transfer the data to another system.

Functions performed by the Service Centre:

- a. Automatically update the service provider system by importing offence records from camera related offences.
- b. Provide sufficient technical support and provide expertise to ensure that the service provider's system continues to perform optimally, that any technical problems on cameras are resolved immediately without any delays.
- c. Establish an interface with the e-NATIS system to automatically obtain name and address details of registered owners of offending vehicles and update the service provider system accordingly.
- d. Establish an interface with the e-NATIS system that allows enquiries on the ownership particulars of individual vehicles directly on the e-NATIS system.
- e. Generate, print, and process the following documents and, where applicable provide postage and ensure the mailing thereof as necessary:
 - I. Section 341 notices (camera mailers)
 - II. Notification of No Admission of Guilt offences
 - III. Notification of Red-light Violation Offences and other offences
 - IV. Notice Before Summons (2nd notice)
 - V. Include a full colour image and relevant offence details on Section 341 notices printed in respect of camera related offences.

Reporting

- a. Comparison of monthly offence volumes.
- b. Provide a status report of all offences at the various processing stages monthly.
- c. Ensure that the service provider system provides a cancellation report of old cases after the manual cancellations were done by the Municipality as per directive of the applicable court daily.
- d. Ensure that the service provider system provides a detailed report of revenue and expenditure of all payments together with a list of all payments made by credit cards monthly.
- e. Ensure that the service provider system provides an option to print a blank court register, standard letters as well as charge sheets when needed at court.
- f. A detailed report of the outstanding representation results outlining the initial amount per infringement and the reduced/cancelled amount per infringement.
- g. Provide monthly statistics on officer's productivity on daily basis.
- h. Comparison of collision occurred, and law enforcement done on different locations as per municipality's request.
- i. Ensuring that the service provider system is fully auditable and able to produce reports and on-screen logs of all activities on the system for each offence, including the time and date of the offence, details of

the user and activities, data element added, or changed, or deleted by any user, or system transaction. These activity logs should also be available per user.

- j. Ensure that the service provider system can create monthly maintenance report, upload of Municipality charge book for easy reference and camera data export report.
- k. Ensure that the service provider system can control which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users.
- l. Ensure that the service provider system provides a data captured statistics report of each user daily.
- m. Ensure that monthly statistics is available by the 1st of each month. On productivity of both fixed & portable digital cameras.
- n. Ensure an immediate response on ad hoc reports needed for management purposes.
- o. Resolving problems on software on site and without delay.
- p. Ensure that extraction of statistics is done immediately e.g., Notice issued by officer per officer code, statistics by groups or laws enforcement done on a specific offence.

17.5 PAYMENT FACILITIES

The service provider shall:

- a. Ensure that the service provider system has an integrated cashiering facility that enables the Municipality's cashiers to take Spot Fines, Admission of Guilt Fines and Contempt of Court Fines online at remote workstations.
- b. Ensure that the service provider system provides for the following in respect of cashiering transactions:
 - System printed receipts.
 - Show balance of outstanding fine amount on receipts per individuals.
 - Receipt reprints by authorized supervisor.
 - Cancellation of payment transactions only by authorized supervisor.
- c. Cancellation of previous dates not reflecting on current transaction date only by authorized supervisor.
- d. Allow taking of payments before the corresponding notices have been captured.
- e. Daily cashing-up reports showing the daily transactions for the cashier and giving the amounts taken by payment type (cash, cheque, etc).
- f. Provide report showing payments transactions cancelled by authorized supervisor.
- g. The service provider will indemnify the municipality against any third-party claims because of the service provider's direct or indirect negligence.
- h. Provide a website that allows the public to enquire on outstanding fines. The system should allow the public to register to view their outstanding fines. electronic payment of fines after electronic validation of the fine payments on the service provider system, electronic updating of the service provider system with fine payments so taken, electronic transfer of money taken for fines into the Municipality's bank account.
- i. Facilitate payment by 3rd parties such as banks.
- j. Import and export of a daily consolidated data file received in harmony with the Municipality's financial system of all categories of traffic fine payments to record on the service provider system the payments envisaged above.

17.6. OFFENDER TRACING AND CALL CENTRE

The service provider must:

- a. Establish and operate an outbound compatible Call Centre including a SMS service which shall be utilized to perform the following functions:
 - I. Trace offenders with inaccurate address details telephonically.
 - II. Update service provider system with change of offender details.
 - III. Remind offenders of upcoming court dates.
 - IV. Notify offenders of warrants of arrest authorized.
 - V. Any other activity that may be necessary to communicate with or trace offenders.

- b. Take effective steps to ensure that call Centre employees conduct the various type of telephone calls to offenders in accordance with scripts approved by the Municipality.
- c. Trace offenders who cannot be reached by introducing and utilizing innovative methods of tracing, including obtaining of up-to-date particulars such as details and telephone numbers from commercial databases available from credit bureaus.
- d. Create and maintain a database with the most recent known and confirmed particulars of offenders including full names, ID numbers, address details and telephone numbers and update the offender's database whenever more recent or more accurate particulars of an offender obtained.
- e. Utilize the confirmed particulars in the offender database in the first instance to produce notices and summonses.
- f. Ensure that the- service provider system has the facility to produce reports detailing conflicts between the information captured and the information received from the NaTIS system.
- g. Ensure that the service provider system has the facility to record the registration numbers of vehicles using false number plates and prevent notices from being sent to the legitimate owners of such vehicles (Discourage cloning of registration plate).
- h. Provide reports to the Municipality giving details of vehicles using false number plates.

17.6 WARRANT OF ARREST ADMINISTRATION AND PLANNED ROADBLOCK SUPPORT

The service provider must:

- a. Ensure that warrants of arrest are properly cancelled upon expiry of their period of validity and marked as cancelled on the service provider system.
- b. Provide facilities for the immediate production and printing of Section 54 summonses at the roadside to allow serving on previously untraceable persons.
- c. Provide facilities for the immediate production and printing of scanned copies of warrants of arrest and control documents at roadside enforcement operations.
- d. Provide facilities for online enquiries on the service provider system and the viewing of camera images at the roadside.
- e. Provide facilities for online payments on the service provider system at the roadside.
- f. Provide secured facilities accepted by the Municipality for the taking of fine payments at planned roadblocks when this is approved by the Department of Justice.
- g. Assist with roadside enforcement operations by:
- h. Providing the equipment necessary for conducting of the efficient roadside enforcement operations, including portable computer, printers, scanners, fax, facilities, electronic information generators, signs, cones, retro-reflective barrier tape fitted in a minibus.
- i. Preparing and updating the database for the Automatic Number Plate Recognition System, including outstanding warrants of arrest, duplicates number plates, outstanding summonses, stolen vehicles, unknown addresses, or any other data sets specified by the Municipality, which will be fitted in a vehicle.
- j. Operations will be as per request of the Municipality including weekends and holidays

16. SERVICE FEE:

- a. The Service Provider will be paid on paid camera offences in terms of the TCSP guidelines from the date the agreement is signed and regarding offences captured with the successful Service Provider's equipment.
- b. A paid fine is a fine that has been settled by the payment of one fine amount regardless of how many charges were included in the fine.
- c. A phasing out period of six (6) months dry run period shall apply for the dry period and payment of outstanding fines, calculated from the first day after the expiry date of the agreement.

- d. The Service Provider shall for this period allow the Client to have access to its contravention system. During this period, payments shall be accepted by the Client and representations shall also be done. The Service Provider shall be entitled to a service fee on paid fines as per the original agreement.
- e. The Service Provider shall within seven (7) days after the end of each month submit separate reports for the payment of cameras fines and third (3rd) party payments to the Client. The invoices (camera payments and third (3rd) party payments) shall be separated for payment purposes.

17. SPECIAL CONDITIONS

If a bidder does not comply with each of the system requirements, the bid shall be deemed non-responsive. The bidder is requested to substantiate the specified capability of the equipment offered in response to these system requirements. Failure to fully substantiate compliance or non-compliance to the recommended criteria will be regarded as non-compliance and will result in the bid shall be deemed non-responsive.

18. INDEMNITY

The Service Provider should agree to indemnify, hold harmless and defend the Municipality and its officers, employees, agents, and representatives from and against the following damages, loss and liabilities (hereinafter collectively referred to as “Liability”) arising as a result of the negligence or fault of the Service Provider.

Any liability regarding claims by governmental authorities or others for non-compliance by the Service Provider with any Act of Parliament, law, ordinance, regulation or by-law made by Lawful authority provided that such compliance therewith was required for the execution of this Agreement.

Any liability arising out on intentional or negligent acts, or omissions to act, of the Service Provider.

Any liability arising from claims about the death of, or injury to, the Service Provider or the death of, or injury to, third parties due to the Service Provider’s negligence (excluding the Municipality’s employees in respect of whom the

Municipality holds the Service Provider harmless); and any liability arising from any loss of, or damage to, property (including Municipality property and/or equipment of the Service Provider).

19. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Agreement, the Municipality shall not be liable to the Service Provider for any indirect / direct or consequential loss or damage, including without limitation, loss of profit, revenue, anticipated savings, business transactions or goodwill or other contracts whether arising from negligence or breach of contract.

20. OWNERSHIP OF INFORMATION

The Municipality will retain ownership of the contents of the database and the Service Provider to submit same to the Municipality in a format compatible to the Municipality system.

21. TURNAROUND (RESPONSE TIME)

A successful bidder should be able to respond when called within 14-days to provide the required services to the Municipality. Resolving problems on software on site and without delay within 24 hours.

22. TRAINING

Training on all equipment/software need to be provided in the full package as and when required.

23. ALTERNATIVES OFFERED

If there are alternatives to be offered, the schedule hereunder is to be marked NIL and signed by the Bidder.

Bidders wishing to bid on alternative products that differ from the requested specification may do so, only if a detailed pricelist that includes the name, make, model and price of such items is submitted and attached.

Only ISO/SANS/SABS or items registered with the relevant authority will be considered.

24. CRITERIA FOR EVALUATING TECHNICAL TENDERS

The below mentioned criteria regarding functionality is required for responsiveness and therefore, eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the project (s) according to specifications. Non-compliant bidders will be rejected after this phase and not continue to price scoring. These criteria shall only determine whether a tender will further be evaluated and will not influence the points scored on Price.

This will be a 3 part adjudication process. A minimum total score of 80 is required to move to the next levels of adjudication else the tenderer will be rejected,

Non-compliant bidders will be rejected after this phase and not continue to price scoring.

These criteria shall only determine whether a tender will further be evaluated and will not influence the points scored on Price.

FIRST STAGE

FUNCTIONALITY CRITERIA - TECHNICAL

| Item | Criteria | A | B |
|---|--|---------------------------|-----------|
| | | Bid rating (score 1-5) | weighting |
| 1. Company establishment and registration | 06 years or more of establishment and registration of the company in relation to the rendering of camera services, traffic contravention software system and payment channels. | 5 | 15 |
| | 1 year to 5 years of establishment and registration of the company in relation to the rendering of camera services, traffic contravention software system and payment channels. | 3 | |
| | Zero (0) of establishment and registration of the company in relation to the rendering of camera services, traffic contravention software system and payment channels. | 0 | |
| 2. Relevant Company experience Attach appointment letters/orders/signed reference letters | Three or more appointment letters/orders/signed reference letters in the supply and installation of a Traffic Management System | 5 | 15 |
| | One to two appointment letters/orders/signed reference letters in the supply and installation of a Traffic Management System. | 3 | |
| | Zero (0) appointment letters/orders/signed reference letters in the supply and installation of a Traffic Management System. | 0 | |
| 3. Software and Connectivity | Proof of ownership of back-office system (OEM Letter(s) to be provided as proof. | 5 | 5 |
| | No proof of ownership of back-office system (OEM Letter(s) to be provided as proof. | 0 | |
| | Mobile interface Android 11 or higher for handheld device. (attach device brochure). | 5 | 5 |
| | No mobile interface Android 11 or higher for handheld device. (attach device brochure). | 0 | |
| | Mobile Application capability | 5 | 10 |
| | No mobile Application capability | 0 | |
| | Web interface for management of traffic contraventions and online payments. | 5 | 5 |
| | No web interface for management of traffic contraventions and online payments. | 0 | |
| | Digital traffic notice generation capability (provide sample) from handheld devices and reporting. | 5 | 5 |
| | No digital traffic notice generation capability (provide sample) from handheld devices and reporting. | 0 | |
| 4. Key personnel and qualifications | 4.1 Operations Manager: Attach the following: | 5 | 10 |
| | CV indicating a minimum of 5(five) years' experience in Traffic Management plus Certified copy of NQF 6 in Traffic Management | | |
| | CV indicating a less than 5(five) years' experience in Traffic Management plus with Certified copy of NQF 6 in Traffic Management | 0 | |
| | 4.2 Project Manager: - Attach the following: | 5 | 10 |
| | CV indicating a minimum of 5(five) years' experience in project management plus Certified copy of NQF 8 in information Technology or Higher and Project management qualification PMBOK/PRINCE2/AGILE/SCRUM | | |
| | CV indicating less than 5(five) years' experience in project management with Certified copy of NQF 8 in information Technology or Higher and Project management qualification PMBOK/PRINCE2/AGILE/SCRUM | 0 | |

| | | | |
|--|--|---|------------|
| 5. Cameras | 5.1 ISO Certified (9001,14001,27001) Attach ISO certifications | 5 | 3 |
| | No ISO Certified (9001,14001,27001) Attach ISO certifications | 0 | |
| | 5.2 OEM letter from manufacturer | 5 | 7 |
| | No OEM letter from manufacturer | 0 | |
| 5. MSCOA Compliance Attach reference letters | One (1) reference letter from 1client indicating the system integration with Municipal billing system. | 5 | 5 |
| | No reference letter from 1client indicating the system integration with Municipal billing system. | 0 | |
| 6. Mobile Device Security | Detailed mobile device security plan in the use, tracking and protection of the mobile devices. | 5 | 5 |
| | No detailed mobile device security plan in the use, tracking and protection of the mobile devices. | 0 | |
| | TOTAL | | 100 |

Only bidders who score 70 points or more for functionality qualify for further evaluation. Bidders who score less than the minimum score will be regarded as non-responsive.

SECOND STAGE
FUNCTIONALITY CRITERIA – LIVE ON-SITE DEMONSTRATION

| | | A | B |
|--|---|---------------------------|-----------|
| Item | Criteria | Bid rating (score 1-5) | weighting |
| 1. Mobile Device | Drivers Licence scanning | 5 | 4 |
| | No drivers Licence scanning | 0 | |
| | Vehicle disc scanning | 5 | 4 |
| | No vehicle Disc scanning | 0 | |
| | Geofencing | 5 | 4 |
| | No Geofencing | 0 | |
| | digital impound. | 5 | 4 |
| | No digital impound. | 0 | |
| | Mobile Device Security | 5 | 4 |
| | No mobile Device Security | 0 | |
| | | | 20 |
| 2. Automated Data Synchronisation | Mobile device to back-office system (Real time) | 5 | 5 |
| | No mobile device to back-office system (Real time) | 0 | |
| | Automated payment tracking (receipt/allocation). | 5 | 10 |
| | No automated payment tracking (receipt/allocation) | 0 | |
| | Automated court processes | 5 | 5 |
| | No automated court processes | 0 | |
| | | | 20 |
| 3. Mobile Application & Self-service - Web portal | Downloadable mobile application (Playstore/ apple store) | 5 | 3 |
| | No downloadable mobile application (Playstore/ apple store) | 0 | |
| | View fines | 5 | 3 |
| | No view fines | 0 | |
| | Dispute fines | 5 | 3 |
| | No dispute fines | 0 | |
| | Pay fines | 5 | 3 |
| | No pay fines | 0 | |
| | | | 12 |
| 3. Back Office System | | 5 | 5 |
| | Web based | | |
| | No web based | 0 | 5 |
| | Online payment capability | 5 | |
| | No online payment capability | 0 | 5 |
| | Impound management module | 5 | |
| | No impound management module | 0 | 5 |
| | Section 341/56 Manual capture | 5 | |
| | No Section 341/56 Manual capture | 0 | 5 |
| | AARTO conversion capability | 5 | |
| | No AARTO conversion capability | 0 | |

| | | | |
|---|------------------------------------|---|------------|
| | | | 25 |
| 4. Storage | Cloud based | 5 | 3 |
| | Cloud based | 0 | |
| | Security | 5 | 2 |
| | No security | 0 | |
| | | | 5 |
| 5.Connectivity | WIFI capability | 5 | 2 |
| | No WIFI capability | 0 | |
| | 3G/ 4G capability | 5 | 2 |
| | No 3G/ 4G capability | 0 | |
| | | | 4 |
| 6.Notifications -Immediate infringement notification | SMS | 5 | 2 |
| | None | 0 | |
| | Email | 5 | 2 |
| | None | 0 | |
| | In App | 5 | 2 |
| | None | 0 | |
| | | | 6 |
| 7.Performance Management | Performance tracking (Officers) | 5 | 4 |
| | No Performance tracking (Officers) | 0 | |
| | Revenue/ payments tracking | 5 | 4 |
| | No Revenue/ payments tracking | 0 | |
| | | | 8 |
| | TOTAL | | 100 |

EVALUATION OF BIDS

N.B: The evaluation of bid will be conducted in two stages. First stage it be the assessment of functionality, there after only bidders that obtain 70 points will be evaluated in terms of 80/20 Preference point scoring system, where 80 points will be allocated for price only and 20 specific goals points scored.

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) | Means of verification (MOV) for specific goals | |
|---|---|---|---|-----------------|
| Black People | 20 | | CK, CSD report and Certified Identification documentation | <div>Tick</div> |
| TOTAL | 20 | | | |

PART G

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet

THE BIDDER'S TAX OBLIGATIONS

- 1 In order to meet the requirements, bidders are required to complete in full the attached form TCC 00. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form is available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.

PART H

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state* (please circle the applicable one) *YES /NO

3.6.1 If so, furnish particulars.
.....

3.7 Have you been in the service of the state for the past twelve months? (Please circle the applicable one) *YES / NO

3.7.1 If so, furnish particulars.
.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?
(Please circle the applicable one) *YES / NO

3.8.1 If so, furnish particulars.
.....

3.9 Have you been in the service of the state for the past twelve months?
.....
(Please circle the applicable one) *YES / NO

3.9.1. If yes, furnish
.....

* MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council.
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces.

(b) a member of the board of directors of any municipal entity.

(c) an official of any municipality or municipal entity.

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

particulars.....

- 3.10. Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?
NO

YES /

- 3.10.1. If so, furnish particulars

.....

- 3.11 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? **(Please circle the applicable one)** *YES / NO

- 3.11.1 If so, furnish particulars.

.....

- 3.12 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **(Please circle the applicable one)** *YES / NO

- 3.12.1 If so, furnish particulars.

.....

- 4.Full details of directors / trustees / members / shareholders

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |

Signature

Date

Capacity

Name of Bidder

CERTIFICATION

I, the undersigned (name).....

Certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

.....

Signature

.....

Date

.....

Designation

.....

Name of Bidder

PART I

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|---------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \hline P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) | Means of verification (MOV) for specific goals | |
|---|---|---|---|------|
| Black People | 20 | | CK, CSD report and Certified Identification documentation | Tick |
| TOTAL | 20 | | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name _____ of company/firm.....

4.4. Company _____ registration _____ number: _____

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are

correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

| | |
|------------------------------------|-------|
| ----- | |
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | ----- |
| DATE: | ----- |
| ADDRESS: | ----- |
| | ----- |
| | ----- |
| | ----- |

PART J

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

| Description of Service | Price (all applicable taxes included) | Completion date | Minimum threshold for local production and content (if applicable) |
|------------------------|---------------------------------------|-----------------|--|
| | | | |

4. I confirm that I am duly authorized to sign this contract.

Signed at on
.....

Name (print)

Signature

OFFICIAL STAMP

| |
|--|
| |
|--|

WITNESSES

1

2

DATE:

.....
.....

PART K

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - b. been convicted for fraud or corruption during the past five years.
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item | Question | Yes | No |
|-------|---|---------------------------------|--------------------------------|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |

| Item | Question | Yes | No |
|-------|---|---------------------------------|--------------------------------|
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars: | | |

CERTIFICATION

I, the undersigned (full name)

..... certify that the information
furnished on this declaration form true and correct. Accept that, in addition to
cancellation of a contract, action may be taken against me should this declaration
prove to be false.

.....

Signature

.....

Date

.....

Name of Bidder

Designation

PART L

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ **Includes price quotations, advertised competitive bids, limited bids and proposals.**

² **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid number:

.....

Bid Description:

.....

In response to the invitation for the bid made by **Greater Tzaneen Municipality**

Do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

_____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation.
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities, or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) Prices.
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices.
 - (d) The intention or decision to submit or not to submit, a bid.
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Returnable Documents
Checklist On Minimum Requirements

To assist you with your tendering process, see a checklist on minimum requirements below:

| No. | Minimum requirements | Tick | Comment if not attached |
|-----|---|------|-------------------------|
| 1. | Complete original bid document | | |
| 2. | Proof of payment for tender document, Proof of payment for tender document, including downloaded tender documents (attach receipt) EFT or Manually | | |
| 3. | Valid Tax Clearance Certificate or Tax pin | | |
| 4. | CK/Company registration certificate showing percentage of shareholders / membership interest | | |
| 5. | Certified ID copies of the shareholders appearing in the CK | | |
| 6. | Statement of municipal rates and taxes for both company and directors appearing in the CK (not older than 3 months / if renting provide copy of Lease Agreement with 3 Months proof of payment only (No statements) /certified copies of Permission to occupy (PTO's) land for bidders residing in Tribal authority's areas of jurisdiction / letter from traditional authority not older than 3 months for the company and the directors | | |
| 7. | Contract period: 36 Months | | |
| 8. | Company establishment and registration | | |
| 9. | Relevant company work experience appointment letters/orders/signed reference letters | | |
| 10. | Software and Connectivity | | |
| 11. | Key personnel and qualifications | | |
| 12. | Cameras (ISO certifications) | | |
| 13. | MSCOA Compliance | | |
| 14. | Mobile Device Security | | |
| 15. | In case of a Joint Venture, Association or Consortium a formal contract agreement signed by both parties | | |
| 16. | Responded as per the scope of work (compliance to specification/ conditions or term of references) | | |

Company Representative (Name)

Signature

A Green, Healthy, Prosperous and United Municipality that Provides Quality Services to All

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